

## EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

MLS # \_\_\_\_\_

**KIKO** Canton, Office

This Agreement is between Richard T. Kiko Agency, Inc. (hereinafter "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: Two vacant lots Glenary Drive Aurora Ohio Portage County  
Parcel # 03-016-00-00-173-001 & 002 (hereinafter "Property"). In consideration of Broker using its best efforts to find a purchaser for Owner's Property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 1-24-2020 through 3-28-2020 for the sum of \$ 234,598, payable in cash, upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** \$001 at \$107,299 AND \$002 at \$127,299

a) Owner agrees to pay Broker a brokerage fee of 7 % of the total sale price or a minimum fee of \$ NA whichever is greater, plus \$ NA Owner authorizes Broker to offer (\$ \_\_\_\_\_ or 3 %) for Co-Broker sales. Any exceptions to this compensation will be disclosed to the Owner in writing.

b) Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this Agreement or any extensions thereof to any parties to whom Owner or Broker or any cooperating broker has shown the Property or negotiated with which results in a sale, lease or exchange of the Property. However, in the event Owner enters into a good faith, bona fide Listing Agreement with another Real Estate Broker, this subparagraph (b) is null and void, provided however, if within 90 days of the expiration of this Agreement, the Seller enters into a contract to sell, lease or exchange the property to a party that has made a written offer to Seller to purchase or lease the property during the term of this Agreement, Broker shall be entitled to be paid the above commission, irrespective of the fact the Seller may have entered into an agreement that would cause the Seller to owe a commission to another party.

c) Owner agrees to refer to Broker all prospective Buyers or Brokers/Agents who contact the Owner.

3. **MARKETING:** Broker is authorized to enter the property in any one or more Multiple Listing Service(s), in accordance with the rules and regulations of said MLS; to market the Property in publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of the Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this Agreement and associated information and disclosures are, to the best of Owner's knowledge, correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of marketing and selling same. Owner authorizes placing a Lock Box on the Property at any time during the term of this Listing Agreement to hold the key for entrance to the property. Owner releases Broker and the Multiple Listing Service(s), from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a LIMITED HOME WARRANTY PLAN at a charge of \$ \_\_\_\_\_ with deductible ☐ Yes ☒ No Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** If required by law, Owner agrees to complete the Ohio Residential Property Disclosure Form and Federal Lead-Based Paint Disclosure Form and to also provide copies of sex offender notices received from the local law enforcement authorities, if applicable. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens including tax, utility, mechanics or other matters that could affect Owner's ability to provide a clear title to the Property, except as follows (if none, so state): \_\_\_\_\_

6. **FAIR HOUSING:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

7. **APPOINTMENT OF LICENSEES:** Seller agrees to delegate to listing agent the authority to appoint other licensees within the brokerage to represent Seller's interest. If an appointment is made Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.

8. **OTHER TERMS OR ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

9. **MORTGAGE:** (bank/amount) \_\_\_\_\_

10. **ADDENDA:** ☐ No MLS ☐ Short Sale

The signatures of all owners of the property are required on this Exclusive Right to Sell/Lease Listing Agreement. This is a legally binding contract. If you have any legal questions it is recommended you contact your attorney.

OWNER SIGNATURE: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

Print Name: DANIEL A. BELEANCE

Print Name: \_\_\_\_\_

ADDRESS: 505 MAIN ST 10TH FLPHONE: 330 315-1122E-MAIL ADDRESS: KBELEANCE@ALLP.ATKIN.COMDATE: 1/24/20AGENT: Richard Kiko - BrokerBROKER/COMPANY NAME: KIKOPrint Name: Gabe LopezPHONE: 330 453 9187DATE: 1-24-2020

Gabe Lopez - Agent